

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

MARTIN LAWRENCE HALL,

Plaintiff,

v.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, a
corporation, THE AEGIS
TECHNOLOGIES GROUP, INC.,
SHORT AND LONG TERM
DISABILITY INSURANCE PLAN, an
Employee Welfare Benefit Plan, and
THE AEGIS TECHNOLOGIES
GROUP, INC., a corporation,

Defendants.

Case No.:

Removed from the Twenty-Third
Judicial Circuit of Madison County,
Alabama, Case No. 47-CV-2019-
900138

NOTICE OF REMOVAL

Defendant The Prudential Insurance Company of America (“Prudential”), pursuant to 28 U.S.C. §§ 1331, 1441, and 1446, submits the following Notice of Removal with respect to the above captioned case, which was filed in the Twenty-Third Judicial Circuit of Madison, County, Alabama, Case No. 47-CV-2019-900138. In support of this Notice of Removal, Prudential states the following:

Timeliness And Background

1. On January 21, 2019, Plaintiff Martin Lawrence Hall (“Plaintiff”) commenced a civil action against Prudential by filing a complaint in the Twenty-Third Judicial Circuit of Madison, County, Alabama. The lawsuit is recorded on that court’s docket as Case No. 47-CV-2019-900138.

2. Prudential was served by certified mail on January 28, 2019. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the cover letter and Plaintiff’s complaint, which constitute “all summons, pleadings, and orders” served upon Prudential in the state court action, is attached hereto as Exhibit A. Because Prudential has filed this Notice of Removal within thirty days of service, this Notice of Removal is timely. *See* 28 U.S.C. § 1446(b).

3. Co-defendant The Aegis Technologies Group, Inc. Short and Long Term Disability Insurance Plan (the “Plan”) was served on January 28, 2019. The Plan has consented to removal of this action. *See* Exhibit B.

4. Co-defendant The Aegis Technologies Group, Inc. (“Aegis”) was served on January 28, 2019. Aegis has consented to removal of this action. *See* Exhibit C.

5. On January 3, 2017, Plaintiff ceased working as a Research Scientist with Aegis because of alleged medical issues. (Compl. ¶¶ 6, 8.) In his Complaint, Plaintiff seeks long-term disability (“LTD”) benefits under the Plan, an employer-

sponsored insurance plan insured by Prudential. (Compl. ¶¶ 5, 7, 9-11, 13-18, 23-32.)

6. Plaintiff brings one claim against Prudential for “breach of the insurance policy” and seeks to recover benefits and to enforce his rights to benefits under the Plan. (Compl. ¶ 5.) Plaintiff cites the Employee Retirement Income Security Act (“ERISA”), specifically 29 U.S.C. § 1132(e)(1), for jurisdiction of his claim for benefits under the Plan. (*Id.*)

Federal Jurisdiction

7. Pursuant to 28 U.S.C. § 1441(a), “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants to the district court of the United States for the district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

8. Plaintiff’s claim is brought pursuant to ERISA, 29 U.S.C. § 1001, *et seq.* and thus arises under the laws of the United States within the meaning of 28 U.S.C. § 1331. (Compl. ¶ 5.) Accordingly, this action is removable to this Court pursuant to 28 U.S.C. § 1441(a).

Venue And Notice

9. Removal is appropriate “to the district court of the United States for the district and division embracing the place where such action is pending.” 28

U.S.C. § 1441(a). Venue is proper in this District because, pursuant 28 U.S.C. § 81(a), this District embraces the Twenty-Third Judicial Circuit of Madison County, Alabama, the place where the removed action had been pending. 28 U.S.C. § 1441(a).

10. Promptly upon the filing of this Notice of Removal, Prudential shall file a Notice of Filing of Notice of Removal, with a copy of the Notice of Removal, with the 28 U.S.C. § 115, and will serve a copy thereof on Plaintiff through his counsel, pursuant to 28 U.S.C. 1446(d). A copy of this notice is attached hereto at Exhibit D.

Conclusion

11. Based on the foregoing, this Court has original jurisdiction over this action because this action arises under federal law under 28 U.S.C. § 1331; therefore, the Court properly may exercise jurisdiction over this lawsuit. 28 U.S.C. § 1441(a).

12. Should Plaintiff seek to remand this case to state court, Prudential respectfully asks that it be permitted to brief and argue the issue of this removal prior to any order remanding this case. In the event the Court decides that remand is proper, Prudential asks that the Court retain jurisdiction and allow Prudential to file a motion asking this Court to certify any remand order for interlocutory review by the Eleventh Circuit Court of Appeals, pursuant to 28 U.S.C. § 1292(b).

WHEREFORE, The Prudential Insurance Company of America requests that the above-described action pending against them be removed to this Court. The Prudential Insurance Company of America also requests all other relief, at law or in equity, to which it justly is entitled.

DATED: this 26th day of February,
2019

Respectfully submitted,

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By: /s/ Jonathan R. Little

Jonathan R. Little (LITTJ4491)

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that I have caused a true and correct copy of the foregoing NOTICE OF REMOVAL to be served upon the following, via United States Certified Mail, on this 26th day of February, 2019:

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/s/ Jonathan R. Little